




CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Aileen Velazquez
Chief Procurement Officer

Attention: Lorel D. Blameuser
Deputy Procurement Officer

From: 
Amber Achilles Ritter
Managing Deputy Commissioner

Date: 10/28/21

Subject: Request Modification For Up To One Year Time Extension and
Vendor Limit Increase
Runway / Roadway (RWIS) Weather Information Systems Services
Vendor: DBT Transportation Services, LLC
Purchase Order Number: 49762 (formerly 30937 Vaisala)
Specification Number: 125665
Original Expiration: 4/30/2021
Current Expiration: 10/28/2021

The Chicago Department of Aviation (CDA) requests approval and assistance in processing a modification for an up to one year time extension through October 28, 2022 or until new contract, whichever comes first, and a \$269,253.31 Vendor Limit Increase (VLI). The Vendor has performed well thus far during the six (6) year contract period and 181 days extension period. This contract was non competitively procured and was initially to be shared with the Department of Streets and Sanitation (S&S) for year one of the agreement however they have used the contract beyond that period of time. A vendor limit increase is required at this time as the contract is now out of vendor limit due to S&S over usage of the contract. The contract was originally awarded under PO 30937 to Vaisala, Inc. on May 1, 2015 but the contract was later reassigned to DBT Transportation Group, LLC in November 2016 under current PO 49762.

After conducting research as well as speaking with the manufacturer of the system, Vaisala, CDA has determined that this is no longer a sole source as multiple companies are now certified to act on behalf of Vaisala with respect to maintaining the RWIS. Vaisala now has a Certified Partners Program whereby they certify third party vendors to maintain their equipment.

CDA submitted its new competitive bid contract request on June 2, 2021 under requisition 401397 (specification number 1223832). The draft solicitation is currently under Department of Law review.

Time Extension

While the CDA has already exercised the allowable 181 days time extension this additional up to one year through October 28, 2022 or until new contract, whichever comes first time extension is required to maintain continuity of services while a new contract is bid and awarded. This extension is permitted pursuant to contract Section 3.1.4.9, "**Amendments**" (attached).

Vendor Limit Increase

A \$269,253.31 vendor limit increase will be needed to fund the time extension as the contract is currently out of money. The spending is broken down on the attached proposal from DBT dated September 15, 2021 and also includes an additional \$2,125.35 to cover Midway services for the month of October 2021 because the contract is out of money which precluded CDA from encumbering the month of October for Midway. The contract's premature expenditure is due to the fact that S&S has used the contract for its entire duration despite the fact that S&S inclusion was only to be for the first year of the contract. DBT has agreed to maintain the current pricing structure during this extension period. This VLI is permitted pursuant to contract Section 3.1.4.9, "**Amendments**" (attached).

The \$269,253.31 VLI will increase the contract from the current value of \$746,025.68 to \$1,015,278.99.

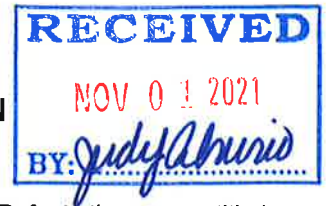
If you have any questions or need additional information please contact David Bowman at 773-686-7089.

Thank you for your cooperation.

Procurement Type:	Modification to extend time one year through October 28, 2022 or until new contract, whichever comes first and increase vendor limit \$269,253.31 from \$746,025.68 to \$1,015,278.99.	
Estimated Cost:	\$269,253.31	
Funding:	740 85 4105 0140 0140 610 85 4305 0157 0157	
User Contact:	Keith Wisniewski	Phone: 773-894-0162
User Managing Deputy:	George Lyman	Phone: 773-894-5291



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION



Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Aviation	Keith Wisniewski	773-894-0162	9/29/2021	
Contract Liaison	Email Contract Liaison	Telephone		
David Bowman	david.bowman@ciyofchci ago.org	773 686-7089		

List Name of NCRB Attendees/Department

Samuel David Kaufman

Keith Wisniewski

David Bowman

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: DBT Transportation

Contact Person:	Phone:	Email:
Candace Spillers-Wood	303-648-1263	cspillerswood@dbttranserv.com

Project Description: (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS SERVICES SOLE SOURCE, Maintenance Repair and Data/ Forecasting Services mod for up to One year ext through 10/28/22 and \$269,253.31 VLI.

This is a request for:

☐ New Contract

☒ Amendment / Modification

Contract Type

Type of Modification

☐ Blanket Agreement Term: 60 (# of mo)

☒ Time Extension ☒ Vendor Limit Increase ☐ Scope Change

☐ Standard Agreement

Contract Number: 49762

Specification Number: 125665

Modification Number: _____

Department Request Approval	Recommended Approval
 DEPARTMENT HEAD OR DESIGNEE 10/29/21 DATE Amber Ritter PRINT NAME	_____ BOARD CHAIRPERSON DATE _____ PRINT NAME

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

☐ Approved

☐ Rejected

CHIEF PROCUREMENT OFFICER

DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

☒ **PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.

Vaisala was originally a Sole Source contract to provide these services and would subcontract to a vendor to provide maintenance and installations. In November of 2016, Vaisala reversed their role with contracting, they now have certified vendors to maintain and repair systems. Vaisala will still be providing the weather forecasting through their Certified Service Providers. The contract was reassigned from Vaisala to DBT to provide these services as the primary contract holder. Vaisala now has several certified vendors to perform this type of work and going forward the contract can be competitively bid.

The CDA is in the midst of the sole allowable 181-day extension to the DBT contract which will expire October 28, 2021. A competitive bid package has been provided to Procurement and Legal for approval. We expect this contract to go out for bid in November of 2021. To maintain monthly service as we enter into the winter months, we are requesting an up to one year time extension through 10/28/22 or until new contract which ever comes first with DBT to continue these services until the new contract is awarded. It will also require a \$269,253.31 vendor limit increase to fund services through the extension period. The bid solicitation draft is currently under Department of Law review.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

Contract was originally awarded in May 2015 as a six (6) year plus 181 day extension sole source under PO 30937 to Vaisala which was then transferred to DBT in 2016 under PO 49762. This mod will provide continuity for up to one year while a new contract is bid and awarded.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

The CDA has entered into the 181-day extension to the DBT contract which will expire October 28, 2021. A competitive bid package has been provided to Procurement and Legal for approval. We expect this contract to go out for bid in November 2021.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

DBT is the current contract holder for servicing the Vaisala weather stations and sensors. Vaisala now has a certification program to certify users that can work on their systems. This time extension modification requested herein is required to provide services to O'Hare, Midway and Streets & Sanitation while we pursue a competitively bid contract. These services are particularly important as we enter the winter months where this system is most valuable for complying with FAA FAR Part 139 regulations, planning snow removal events and maintaining safe pavement conditions both on runways as well as bridges throughout the City.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This is a one time request, while the competitive bid process continues to award a new contract.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Future competitive bidding is possible and CDA submitted a bid specification to DPS in June 2021 under req 401397 (specification 1223832). The bid specification is currently under Department of Law review. CDA anticipates the new bid should advertise in November 2021.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

☐ **ESTIMATED COST**

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

The provided sales quotation dated September 15, 2021 for Twelve (12) months of service to O'Hare, Midway and Streets & Sanitation comes to \$267,127.96. In addition, CDA is adding an additional \$2,125.35 to cover Midway services for the month of October 2021 as the contract has run out of money. Thus, the total value of the VLI is \$269,253.31.

2. What is the estimated cost by fiscal year?

The provided sales quotation for Twelve (12) months of service to O'Hare, Midway and Streets & Sanitation comes to \$267,127.96. After adding \$2,135.25 for Midway October 2021, the total cost of this request is \$269,253.31.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimates, etc.)

To provide Periodic Maintenance to the Road/Runway Weather Information System (RWIS)- Monthly, Vaisala Forecasting Services-Monthly, Web based Vaisala Navigator-Monthly along with \$100,000 available for T&M RWIS Parts/Services if needed. The pricing provided by DBT in their September 15, 2021 for the time extension is the same as what is currently being paid under this contract.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

The City has invested in the Vaisala weather stations and pavement sensors at O'Hare, Midway and the Streets & Sanitation.

O'Hare (ORD) International Airport, Midway (MDW) International Airport & the Department of Streets and Sanitation (S&S) use proprietary (Vaisala) runway and roadway pavement sensors (PS) along with remote weather processing units (RPU) to provide current weather data and pavement temperatures to support winter snow removal operations. Installed at: (Roadway/Runway Processing Units = RPU, Pavement Sensor = PS

ORD: RPU's = 18, PS's = 38,

MDW: RPU's = 6, PS's = 13.

S&S: RPU's 11, PS's = 11.

Plus, other atmospheric recording devices; wind speed, air temperature, present weather readings (snow type, intensity)

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The Vendor, DBT Transportation, is using the same pricing from the end of the current contract for the monthly invoices. This is deemed reasonable because the cost of services are not increasing from our initial negotiations.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

☐ **SCHEDULE REQUIREMENTS**

1. Explain how the schedule was developed and at what point the specific dates were known.

CDA believes the up to twelve month time extension will be sufficient to allow time to bid a and award a new contract and will also keep these services under contract during the winter months where monitoring pavement conditions is integral to safety.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

No

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

The schedule is critical because it provides monthly service until a new contract is awarded. Time is of the upmost importance as we are entering the winter months where this system is most valuable. This system is critical, especially at ORD & MDW because it assists in adherence with FAA FAR 139 Regulations compliance for the airports and snow removal planning for all three agencies this contract covers.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

The competitive bid for a new contract is in progress and is estimated to go out for bid in October or early November 2021. This Non-Competitive Bid request is to maintain the system for 6 months into the winter months while the new contract is being awarded.

☐ **EXCLUSIVE OR UNIQUE CAPABILITY**

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

N/A

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

DBT is a Certified Service Provider for Vaisala which means they have been given rigorous training by Vaisala and have access to all parts, equipment and technical assistance from Vaisala.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

DBT is a Certified service provider for Vaisala

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

DBT is a Certified Service Provider for Vaisala.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the city?

DBT is a Certified Service Provider for Vaisala.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features, and/or functions the items have which no other brands or models possess. Is compatibility with existing



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

equipment critical from an operational standpoint? If so, provide detailed explanation?

Vaisala equipment is proprietary to the Vaisala and the repair of same can only be accomplished via Vaisala's Certified Service Providers. The CDA and the Department of Streets & Sanitation have invested heavily into Roadway/Runway Processing Units and Surface Weather Sensors. Vaisala utilizes certified vendors to be to work on and maintain these systems and provide access to Vaisala's proprietary web based Navigator system and custom weather forecasts.

Competitor's weather sensors are not compatible with the Vaisala system.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Not any longer as Vaisala now certifies multiple companies however until we can award the new competitively bid contract CDA needs DBT to maintain the equipment and provide access to the Vaisala Navigator website and forecasts. In order to bid on the new contract a company must be a Certified Partner of Vaisala.

Vaisala Certified Partners have access to all of the Vaisala parts through Vaisala and can resell them to the City. There are no regional restrictions that would preclude any of the other Certified Partners listed on the certified list from bidding.

The certification process takes a week but the training needs to be scheduled. This could take up to two weeks or longer depending on travel schedules and training scheduling.

The Certified Partner cost is \$5,000.00 if the training is performed at the Vaisala Boulder Colorado facility. If Vaisala travels to the customer site, travel and shipping fees will apply.

Once certified, the Certified Partners are able to troubleshoot and repair/program all aspects of the RWIS systems the City has in place at Streets and San and on the runways at ORD and MDW.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach a letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

This contract has Non-Set-Asides

☐ OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 9/29/2021

Department Name:
Aviation

Requisition No: 426489
Specification No: 125665

PO No: 49762
Modification No:

Contract Liaison:
David Bowman

Telephone:
773 686-7089

Email:

Project / Program Manager:
Keith Wisniewski

Telephone:
773 894-0162

Email:

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

- 1) **Funding:** Attach information if multiple funding lines
- 2) **Individual Contract Services:** Include approval form signed by all parties
- 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature

*By signing this form, I attest that all information provided is true and accurate.

Project Title: Runway / Roadway (RWIS) Weather Information Systems Services

Project Description: Runway / Roadway (RWIS) Weather Information Systems Services

Funding:

<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input checked="" type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	21	740	85	4105	0140	0140			\$269,253.31

Check One:

☐ New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature

*Commissioner/Authorized Designee Signature

Purchase Order Information:

Contract Term (No. of Months):

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: ☐ Yes ☐ No

☐ Mandatory ☐ Site Visit

☒ **Modification or Amendment**

Modification Information:

PO Start Date: 10/29/21

PO End Date: 10/28/2022

Amount (Increase/Reduction): \$269,253.31

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

☐ Full Compliance ☐ Contract Specific Goals

☒ No Stated Goals ☐ Waiver Request

☐ **Risk Management / EDS / IDOT**

Insurance Requirements (included) ☒ Yes ☐ No

EDS Certification of Filing (included) ☒ Yes ☐ No

IDOT Concurrence (required) ☐ Yes ☒ No

Purchase Order Type:

- ☐ Blanket/Purchase Order (DUR)
☐ Master Consultant Agreement (Task Order)
☐ Standard/One-Time Purchase

Procurement Method:

- ☐ Bid ☐ RFP ☐ RFQ ☐ RFI
☐ Small Order

Special Approvals Required:

- ☐ Emergency
☒ Non-Competitive Review Board (NCRB)
☐ Request for Individual Contract Services
☐ Information Technology Governance Board (ITGB)
☐ IDOT Concurrence

Contract Type:

- ☐ Architect Engineering ☐ Commodity ☐ Construction ☐ JOC ☐ SBI
☐ Professional Services ☐ Revenue Generating ☐ Vehicle & Heavy Equipment
☒ Work Service ☐ Joint Procurement ☐ Reference Contract

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No ___

Modification/Amendment Type:

- ☒ Time Extension ☐ Scope Change/Price Increase /Additional Line Item(s)
☒ Vendor Limit Increase ☐ Requisition Encumbrance Adjustment
☐ Other (specify):

Vendor Information

Name: DBT Transportation Services, LLC

Contact: Nancy Thomsen

Address: 2655 Cresent Dr., Suite A-1, Boulder, CO 80026

E-mail: nthomsen@dbttranserv.com

Phone: 970 237-3521

DBT Transportation Services, LLC

2655 Crescent Drive
Suite A-1
Lafayette CO 80026

**Original**

Document Number

2682038

Customer No.

ILCHICCCITY60602

Your Reference

RWIS Contract #30937, Twelve

Your Contact

CSW**cs@dbttranserv.com**

Delivery Address

City of Chicago
33 N LaSalle RM 700
Chicago IL 60602
Office of Comptroller

SALES QUOTATION

Document Date

09/15/2021

Page

1/3**Dept of Streets & Sanitation**

121 N La Salle St Rm 1107
Dept Of Streets & Sanitation
Chicago IL 60602

Payment Terms

Net 30

Currency: \$

Description	Quantity	UoM	Price	Total
Chicago O'Hare International Airport (ORD):				
Periodic Maintenance - RWIS Monthly	12		2,318.5700	\$27,822.84
Item Code: Maintenance RWIS- MO				
Vaisala Services -Forecasting	12		1,104.0800	\$13,248.96
Item Code: Vaisala Service				
Vaisala Services - Navigator	12		815.0000	\$9,780.00
Item Code: Vaisala Service				
O'Hare Subtotal				50,851.80
Chicago Midway International Airport (MDW)				
Periodic Maintenance - RWIS Monthly	12		745.2500	\$8,943.00
Item Code: Maintenance RWIS- MO				
Vaisala Services - Forecasting	12		920.0700	\$11,040.84
Item Code: Vaisala Service				

Subtotal: 70,835.64

Website:

www.dbttranserv.com

Phone:

844-343-8328

Fax:

970-237-3526

DBT Transportation Services, LLC

2655 Crescent Drive
Suite A-1
Lafayette CO 80026

**Original**

Document Number

2682038**SALES QUOTATION**

Document Date

09/15/2021

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Currency: \$

Subtotal: **70,835.64**

Description	Quantity	UoM	Price	Total
Vaisala Services - Navigator	12		460.0300	\$5,520.36
Item Code: Vaisala Service				
Midway Subtotal				25,504.20
Dept. of Streets & Sanitation:				
Periodic Maintenance - RWIS Monthly	12		4,925.5800	\$59,106.96
Item Code: Maintenance RWIS- MO				
Vaisala Services - Navigaotr & Data Communications	12		2,638.7500	\$31,665.00
Item Code: Vaisala Service				
Streets & Sanitation Subtotal				90,771.96
T&M RWIS Parts/Services	1		100,000.0000	\$100,000.00
Item Code: RWIS Parts				

Additional Parts and/or services that may be needed during the contract extension period will be quoted and authorized by the customer.

The terms and conditions of the original RWIS Contract # 30937 remain in affect an apply to the contract extension.

Tax Details

Tax Code	Tax %	Net	Tax
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Quotation Subtotal: **\$ 267,127.96**Total Before Tax: **\$ 267,127.96**Total Tax Amount: **\$ 0.00****Total Amount: \$ 267,127.96****Additional Expenses**

Shipping Type:

Quotation Valid Until: 10/15/2021

Website:

www.dbttranserv.com

Phone:

844-343-8328

Fax:

970-237-3526

DBT Transportation Services, LLC

2655 Crescent Drive
Suite A-1
Lafayette CO 80026

**Original**

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2682038**SALES QUOTATION**

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3/3

Currency: \$

PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number (when applicable).

The DBT Transportation Services Standard Terms of Sales are incorporated herein by reference.

Purchaser: _____

Billing Address: _____

E-Mail Address: _____

Signature: _____

Title: _____

Purchase Order No: _____

Ship to Address: _____

Website:

www.dbttranserv.com

Phone:

844-343-8328

Fax:

970-237-3526



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NO STATED GOAL REPLY MEMORANDUM

TO: Rosemarie S. Andolino
Commissioner
Department of Aviation

FROM:



Jamie L. Rhee 
Chief Procurement Officer

DATE: JUL 24 2014

RE: **Vaisala Road Weather Information System (RWIS) Services
Specification No. 125665/Requisition No. 9817**

After further review and consideration, the Department of Procurement Services approves the No Stated Goals for the Vaisala Road Weather Information System (RWIS) Services project for the Chicago Department of Aviation.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer at (312) 744-0845.

JLR:gs



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

MEMORANDUM

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Elizabeth Granados-Perez
Deputy Procurement Officer

Monica Jimenez
Deputy Procurement Officer

From: Rosemarie S. Andolino
Commissioner

Subject: MBE/WBE Goals for Vaisala Road Weather Information System (RWIS) Services
Specification # TBD

BSA 6/17/14

The Chicago Department of Aviation (CDA) requests no stated goals be set for MBE/WBE participation for the above mentioned non-competitive procurement specification. This request is based on the specialized commodity nature of Vaisala Road Weather Information System (RWIS) Services and the lack of true subcontracting opportunities. The current contract (PO 24325) was granted a full MBE and WBE waiver.

The CDA has conducted a search on the DPS website (screen print results attached) to identify certified MBE/WBE firms that could participate in a commercially useful manner for the above mentioned contract and, at present, CDA has not discovered any MBE/WBE firms available on the City's directory of certified firms that could participate on this contract.

If you have any questions or need additional information regarding this recommendation, please contact David Bowman at (773) 686-7089.



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

REQUEST FOR MBE/WBE WAIVER

TO: Jamie L. Rhee
Chief Procurement Officer

FROM: Doris Moore
Doris Moore
Contract Administrator

User Department: Chicago Department of Streets and Sanitation
Description: Road Weather Information System (RWIS)
Contract Type: Non-Competitive Procurement
Specification No. 49291
Vendor: Vaisala, Inc.
Amendment Amount: \$667,932.41
Waiver Amount: 16.9% MBE = \$112,880.58 and 4.5% WBE = \$30,056.96

COMPLIANCE WITH REQUIREMENTS:

☒ PROVIDED TIMELY NOTICE TO AN APPROPRIATE ASSOCIATION

REASON(S) PURSUANT TO ORDINANCE AND REGULATIONS FOR APPROVAL:

☒ SOLICITED APPROPRIATE NUMBER OF MBE/WBE's
☐ EXCESSIVELY COSTLY
☒ IMPRACTICABLE

Vaisala, Inc. is the sole manufacturer of the Road Weather Information System(RWIS). Vaisala Inc. is requesting a full waiver of the 16.9% MBE goal requirement and a full waiver of the 4.5% WBE goal requirement of the Contract. The Department of Streets and Sanitation's concurrence memo dated November 27, 2012 and Vaisala, Inc.'s request per letter dated November 14, 2012 for full waiver of MBE/WBE goals requirement is attached herewith. Based on the unique meteorological knowledge and technical skill sets needed to perform the required services for the Road Weather Information System and Vaisala Inc.'s proprietary knowledge and expertise of the Road Weather Information System, it is apparent that MBE/WBE participation is neither practical nor cost effective. Consequently the Department of Streets and Sanitation has requested that there is no opportunity for direct or indirect participation by certified MBE and/or WBE firms. Due to the aforementioned reasons, MBE/WBE participation is impractical and approval of a full MBE and full WBE waiver is requested.

RECOMMEND:
NOT RECOMMEND:

Monica Jimenez
Deputy Procurement Officer

11/27/2012
Date

APPROVE:
DISAPPROVE:

Jamie L. Rhee
Chief Procurement Officer

11/27/12
Date

November 14, 2012

Jamie Rhee
Chief Procurement Officer
Department of Procurement Service
City Hall, Room 403
121 North LaSalle Street
Chicago, IL 60602

Attention: Commissioner Thomas Byrne, Deputy Commissioner Jim Crocker, Director of Technology
Chris Reiser

Re: MBW/WBE Waiver

Dear All:

We have concluded our efforts to identify and qualify subcontractors to satisfy the City of Chicago's requirements for M/WBE participation for the current Road Weather Information System (RWIS) contract. The process has identified no MBE or WBE subcontractors qualified to achieve the desired installation criteria. Initially, we had an MBE slated to provide traffic control, but since the City is providing its own, we no longer need their participation. As a result, Vaisala, Inc. would like to request a waiver to the City of Chicago's M/WBE goals with the following information:

MBE Requirement – we are requesting a full waiver for the 16.9% requirement.

WBE Requirement – we are requesting a full waiver for the 4.5% requirement.

The unique meteorological and technical skill sets needed to perform our labor has made this search particularly difficult. Vaisala, Inc.'s proprietary knowledge of our RWIS product allows only certified Vaisala field technicians to perform our installations. Therefore, Vaisala, Inc. would like to request the respective waivers mentioned above.

Please let me know if you have any questions.

Sincerely,



Brent Cobb
Territory Sales Manager
Vaisala, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Fwy, Suite 1100 Houston TX 77079		CONTACT NAME: Ashley Enrique PHONE (A/C, No, Ext): 817-349-2279 E-MAIL ADDRESS: aenrique@higginbotham.net FAX (A/C, No): 817-347-6981		
INSURED DBT Transportation Services, LLC 1500 CityWest Blvd Suite 550 Houston TX 77042		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Service American Indemnity Company		39152
		INSURER B: State National Insurance Company		12831
		INSURER C: ACE Insurance Company Of The Midwest		26417
		INSURER D: The Travelers Indemnity Co of America		25666
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 796847946**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AAPN10749797003	7/29/2021	7/29/2022	EACH OCCURRENCE \$ 25,000,000* DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 25,000,000* GENERAL AGGREGATE \$ Not Applicable PRODUCTS - COMP/OP AGG \$ 25,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6S14728321	7/29/2021	7/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SAICWC0011001 SLM800011401	7/29/2021 7/29/2021	7/29/2022 7/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate for Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED DBT Transportation Services, LLC 1500 CityWest Blvd Suite 550 Houston TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Aviation Operations Liability (Policy No. AAPN10749797003) policy sits \$25,000,000 excess of \$1,000,000 any one accident/occurrence on the Automobile Liability (off premises) and Employers Liability (excluding disease) coverages.

The Aviation Operations Liability policy includes Additional Insured status for any person or organization when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy, but only if such contract or agreement has been executed prior to the "occurrence" or offense resulting in injury or damage to which the insurance applies. The insurance evidenced to this additional insured endorsement is primary and non-contributory to any other insurance available to the additional insured.

The Aviation Operations Liability policy will provide a Waiver of Subrogation in favor of any person or organization when you and such person or organization have agreed in a written contract or agreement to waive your rights of subrogation against the person or organization, but only if such written contract or agreement has been executed prior to the "occurrence" or offense resulting in injury or damage to which this insurance applies.

The Automobile Liability includes Additional Insured status when you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured.

The Automobile Liability is primary if you have agreed in a written contract or written agreement that this insurance be primary and non-contributory.

The Automobile Liability policy will provide a Waiver of Subrogation in favor of any person or organization with whom you have a written contract.

The Workers' Compensation policy includes a blanket Waiver of Subrogation in favor of any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Subject to Policy Terms, Conditions and Exclusions.

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. Scope of Services

The Contractor will provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Aviation and the Department of Streets and Sanitation. When directed by the City, the Contractor will also add the service additional RWIS sites as required by the City

6.2. Basis of Award

The Contractor's pricing will incorporate and/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, Insurance, applicable taxes, warranty, overhead and profit, etc that are required by this Specification

6.3. Funding

The source of funds for payments under this Contract for Department of Aviation work is Fund number 14 740 85 4005 0140 0140 and 14 610 85 4305 0157 0157, and for Department of Streets and Sanitation Fund Number 014-0310-0812047-0140. Funding for this Agreement is subject to availability of funds and their appropriation by the City Council of the City of Chicago.

6.4. Contract Term

The Term for this Contract will be seventy-two (72) months for Aviation, and the Term for Streets and Sanitation will be twelve (12) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Contract Extension Option (up to 181 days) provision in the Standard Terms and Conditions section of this Contract

The City will establish the start and expiration dates at the time of formal award and release of this contract

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance page.

6.5. Price Adjustment

The Contractor's pricing for Line Items 1- 6 as provided in Table of Line Items and in Exhibit 5 (in Contractor's Proposal) will be firm and not subject to escalation. On the anniversary of each contract year the City will update the pricing associated for the upcoming year.

On an annual basis the Contractor may provide updated pricing for its price list (Line Item 8). The price increase for Line Item 7 and 8 may not exceed the greater of 3% or the one year change in the Municipal Cost Index (MCI)

For year 2, the MCI change will be based on taking the MCI for the month preceding the award of the contract (base index) compared to the MCI for the twelfth (12th) month (comparison index) of the contract. For subsequent years, the comparison index will become the base index and the new comparison index will be the last month (36th, 48th, 60th if the contract year. Thus to calculate the MCI for year 3 it would compare the MCI from months twelve (12) and twenty-four (24) and for year 4 it would compare the MCI from month twenty-four (24) to thirty-six (36)

The price adjustments as mentioned above will not require a formal contract modification.

6.6. Department of Aviation

6.6.1. Inventory of Equipment Covered Under this Agreement at O'Hare and Midway Airports

The list of current inventory of equipment covered under this agreement follows

O'HARE RWIS EQUIPMENT

Scan Web Server	4 ea
Scan Database Server	5 ea
ESP Remote Processing Units (R PUs)	15 ea

Theis Relative Humidity/Air Temperature Sensors	5 ea
RM Young Wind Speed/Wind Direction Sensors	5 ea
WW1'S Precipitation Sensors	2 ea
Yes/No Precipitation Sensors	4 ea
Surface Sensors	28 ea
Sub-surface Temperature Probes	7 ea
33 6K Modems	6 ea
Pacoms	6 ea
Motorola VHF Radios	17 ea

EQUIPMENT LOCATIONS

RPU #1 4R Glideslope
RPU #2 22L Glideslope
RPU #3 28R Glideslope
RPU #4
RPU #5
RPU #6
RPU #7
RPU #8
RPU #9
RPU #10
RPU #11
RPU #12
RPU #13
RPU #14
RPU #15
RPU #16
RPU#17
RPU#18
RPU#19
RPU#20
RPU #17 Removed
10L Glideslope
14R @ Mid Point
14R Glideslope
9R Glideslope

VOR

27L Glideslope

14L Localizer

West of Inner Bridge

North of 4L/14L Intersection

14L Glideslope

East of Taxiway F Between Runway 10L-28R and Taxiway North

Runway 9L/27R (under one year warranty period)

Runway 9L-27R (under one year warranty period)

Runway 10C-28C

Runway 10C-28C

Twy WK Bridge

MIDWAY RWIS EQUIPMENT

Airside

RPU #1-Runway 4R

- 1 FP2000 Surface Sensor made by Vaisala
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 Motorola VHF Radio
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

RPU #2 –Runway 22L

- 2 FP2000 Surface Sensors
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

RPU #3 –Runway 13 C

- 2 FP2000 Surface Sensors
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

Landside

RPU #5 –South Flyover

- 2 FP2000 Surface Sensor made by Vaisala
- 1 Sub-surface Temperature Probe
- 1 Sensit Active Pavement Sensor
- 1 Data Radio VHF Model

RPU #6 – North Flyover

- 2 FP2000 Surface Sensors
- 1 Sensit Active Pavement Sensor
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

RPU #4 –Runway 31 C

- 1 FP2000 Surface Sensor made by Vaisala
- 1 Motorola VHF Radio
- 1 Data Radio VHF Model

6.6.2. Weather Forecasting Services (Line Items 1 and 4)

O'Hare International Airport (Prices set forth in Exhibit 3A)

Pavement Temperature Forecasting Services include year-round Atmospheric and Pavement Forecasts for O'Hare International Airport at one (1) station, as well as Consultative Forecasting Services including the following:

- 1 Daily Forecasts including 5-day weather outlook
 - To be issued daily at or before 8AM (Eastern Time)
 - 24 hour daily summary
 - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system
3. Web and email (if requested) update of 24- hour notifications 12 hours in advance of the event
- 4 In-progress event updating, as needed
- 5 Access to a certified meteorologist to support 24-hour operations, via telephone and email

Midway International Airport (Prices set forth in Exhibit 3B)

Pavement Temperature Forecasting Services include a year-round for Midway International Airport one (1) site, including the following:

- 1 Daily Forecasts including 5-day weather outlook
 - To be issued daily at or before 8AM (Eastern Time)
 - 24 hour daily summary
 - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
- 3 Web and email (if requested) updates of 24- hour notifications 12 hours in advance of the event
4. In-progress event updating, as needed.
5. Access to a certified meteorologist to support 24-hour operations, via telephone and email

6.6.3. RWIS System Services

Road Weather Information System ("RWIS") is a vital part of operations, thus it is imperative the system remain operational as specified. RWIS requires regular maintenance and attention to deliver optimum performance

In the event of a malfunction the Contractor will first attempt to correct the problem remotely via telephone and/or computer. The Contractor will provide initial response – including remote diagnostics and site notification - within twenty-four (24) hours of the malfunction

If the Contractor is unable to correct the problem remotely, the Contractor will send a technician to affect repairs on site within seventy-two (72) hours of the malfunction. The technician must contact Airport Operations eight (8) hours prior to the arrival to set up an escort on the airfield for each Airport. 72 hours response time is dependent on the Contractor gaining access to the airport.

6.6.4. Contract Line Items (O'Hare And Midway)

Lines Items for Roadway Weather Information System (RWIS) Services

LINE NO.	COMMODITY CODE	ITEM DESCRIPTION	UOM	TOTAL QTY (MONTH)
1	9181201114	Runway/Roadway Weather Information Systems- Forecasting Services at O'Hare International Airport	Month	72
2	9181201110	Runway/Roadway Weather Information Systems- Maintenance at O'Hare International Airport	Month	72
3	9181201118	Runway/Roadway Weather Information Systems- Data Hosting at O'Hare International Airport	Month	72
4	9181201116	Runway/Roadway Weather Information Systems- Forecasting Services at Midway International Airport	Month	72
5	9181201112	Runway/Roadway Weather Information Systems- Maintenance at Midway International Airport	Month	72
6	9181201120	Runway/Roadway Weather Information Systems- Data Hosting at Midway International Airport	Month	72
7	93921.52	Equipment upgrades per Vaisala Proposal for O'Hare Midway International Airports (See Exhibit 5 & 6)	USD	\$153,832.98
8	93921 54	Repairs, parts and service not covered under maintenance agreement per Vaisala pricing schedule (See Exhibit 5 & 6)	USD	\$70,918 00

6.6.5. Monthly Maintenance Services/ System Monitoring/Reporting by the Contractor

The agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per Airport location per Exhibit 3A in (O'Hare International Airport) and Exhibit 3B in (Midway International Airport).

6.6.6. Hardware Maintenance (Line Items 2 and 5)

Maintain/Repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition

Reactive maintenance performed when issues are identified through remote monitoring. Perform on-site preventative maintenance (PM) and calibration on hardware once per year. Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks). Includes replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snowplows and other airport equipment, problems with power to the RWIS equipment, airport personnel and airport contractors.

Technician must arrive on site in response to request for repairs within twenty-four (24) hours of notification from the Commissioner or authorized representative. The Contractor must ensure that the RWIS is completely operational within three (3) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe, as installation is dependent on weather conditions and the use of third-party contractors. Exception may also be made for repairs that are not covered under the monthly maintenance and at the discretion of the Commissioner or authorized representative. Critical hardware and parts that are difficult to ascertain must be maintained by the Contractor as a "stocked item."

6.6.7. Software Maintenance/Support & User Telephone Support/Data Hosting Display (Line Items 3 and 6)

The Contractor must provide telephone and email support for all users 24 hours per day, 7 days per week, 365 days per year. This support must include but not limited to how to use and interpret the system software and data.

The Contractor must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

The Contractor will provide data hosting and display to provide a secure website for airport personnel to view the RWIS data from any computer with internet access. Data from each RPU will be collected by the Contractor using cell communications and archived at the Contractor's Data Center for up to seven (7) years. Each RPU will be polled every ten minutes. The Contractor will provide up to 20 user access log-ins for each airport. Each user will have options to configure the display to his/ her preference. The secure website will display RWIS sensor data on a map of each airport as well as in a summary table. The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours. The display will automatically refresh to always show the latest data as it becomes available. Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts. The RWIS display will allow users to access archive information from any time when station data has been available, for up to seven (7) years. The archive function will recreate the RWIS display as it was at the date/time chosen. If cameras are used at any of the RPU locations, images will be available through the RWIS display. Users will be able to generate PDF reports and export data to Excel through the RWIS display.

6.6.8. Equipment Upgrades and Technical Requirements

Equipment Upgrades (Line Item 7) Prices set forth in Exhibit 5 and 6

Pricing is included for required equipment upgrades. Upgrading obsolete equipment will ensure that parts are available to maintain the existing systems over the life of this agreement.

Upgrading to cellular communications will enhance the performance of the Hosted display, eliminate the on-site servers as a single point of system failure, and improve the Contractor's ability to perform remote monitoring and maintenance.

Additionally, the on-site server software (SCAN Web) is no longer supported.

6.6.8.1. Midway Airport Equipment Upgrades

RWIS equipment at Midway Airport was upgraded in 2007, and the RPU electronics currently onsite are still supported. Some of the atmospheric sensors are obsolete and will require upgrade.

Installation of cell modems is required at all sites.

6.6.8.2. O'Hare Airport Equipment Upgrades

A number of the RPU electronics at O'Hare Airport are an obsolete model which is no longer supported. Replacement parts are no longer available for this equipment. As a result, outages at any of these sites are not currently repairable. Upgrading this equipment would greatly improve the reliability of the system as a whole. Some of these sites may be scheduled for removal or replacement as part of the ongoing O'Hare Modernization Program. Pricing has been included for all required upgrades at each RPU. It is understood that the airport may choose not to upgrade those RPUs that are scheduled for removal/replacement in the near future. Similarly, upgrading to cell modems may not be required at sites that are currently not in use and/or will not be in use in the future. However, the upgrade to cell modems will improve the Contractor's ability to perform remote monitoring and maintenance on the equipment and increase the overall reliability of the system.

6.7. Department of Street and Sanitation

The Contractor must provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Streets and Sanitation. When directed by the City, The Contractor must also add and service additional RWIS sites as required by the City.

6.7.1. Term for Performance of Department of Streets and Sanitation Work

The term for work specified under this Section 6.7, Scope of Services for Department of Streets and Sanitation, will be twelve months only from the contract start date. No services may be ordered under this Section 6.7 more than twelve months after the start date without a written amendment to the contract.

6.7.2. Forecasting Services

The Contractor will be regularly delivering the following forecast services via the Road DSS Navigator display and may optionally be delivered via email or text message during the terms of the Contract.

A 72-Hour Forecasts, updated every hour of which include the following Atmospheric and Road Surface Forecast Parameters in the RoadDSS Navigator Display:

- Pavement Temperature
- Pavement Condition
- Subsurface pavement temperatures
- Air Temperature
- Dew Point Temperature
- Wind Speed
- Precipitation
- Cloud Cover

B Daily forecasts including 5-day weather outlooks

- 24-hour daily summary
- 5-day weather outlook

C Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.

D Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event

E. In-progress event updating, as needed

F Access to a certified meteorologist to support 24-hour operations, via telephone and email

6.7.3. Consultative Forecasting Services

The Contractor will deliver consultative forecasting services when CDA will call to discuss its concerns with the Contractor or its meteorologist. Consultative Forecasting Services consist of the following services:

- Daily weather forecasts including comment on the automated pavement forecast, 24- hour summary, and 10-day weather outlook
- Email and Web notifications of adverse weather 24 hours in advance of a significant weather event (e.g. forecasts of snowfall of 1 inch or greater). These notifications can be driven by the parameters and thresholds that are most relevant to the City of Chicago's Operations.
- Email and Web updates of (the 24-hour) significant weather event notifications 12 hours in advance of the event.
- In-Progress event updating
- 24/7/365 toll free access direct to Certified Meteorologist to support 24-hour operations
- 24/7/365 verbal alerts to key personnel

6.7.4. RWIS System Maintenance Services

In the event of a malfunction Contractor will first attempt to correct the problem remotely via telephone, and/or computer. Must provide initial response, including remote diagnostics and site notification, within 24-hours of the malfunction

If the Contractor is unable to correct the problem remotely will send a technician to affect repairs on site within (120) hours of the malfunction. The Vaisala technician must contact City Operations eight (8) hours prior to the arrival. The 120-hour response time is dependent on gaining access to the RWIS site.

The Contract includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per location.

6.7.5. System Monitoring/Reporting

- Automated remote monitoring of RWIS sensor and system function for the City. Data Quality reports automatically generated and available via the RoadDSS Navigator display
- System status reports to be provided at the beginning of each week. Status reports to verify sensor and system function and provide detailed information on failures
- The Contractor must have telephone, Internet or other network access to the RWIS stations.
- Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition
- Perform preventive maintenance (PM) on hardware once per year
- Reactive maintenance performed when issues are identified through remote monitoring
- Includes all parts, labor & travel expenses (except traffic control, bucket and snoopers trucks)

The program must include replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other city under equipment, problems with power to the RWIS equipment, city personnel, and city contractors. Under this Contract for RWIS, Vaisala will provide a yearly Preventative Maintenance (PM) to ensure that going into the winter season the City's equipment is prepared for the upcoming harsh conditions

The Contractors technician must arrive on site in response to request for repairs within (120) hours of notification from the Commissioner or authorized representative. On-site response is dependent

on the technician's access to the equipment, which may require traffic lane closures. On-site response may not be required within the designated timeframe if an outage is caused by damage excluded in this agreement, as detailed above.

Vaisala must ensure that the RWIS is completely operational within five (5) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exceptions may also be made for repairs that are not covered under this Agreement and at the discretion of the Commissioner or authorized representative.

Critical hardware and parts that are difficult to ascertain will be maintained by /technician as a "stocked item."

The Contractors technicians report their maintenance activities on a daily basis, including the time spent at each site, the actions performed, and a report of any maintenance concerns requiring follow-up. Vaisala, at the completion of service work, will notify the Office of Maintenance within twenty-four (24) hours that the requested work has been completed.

The Contractor must provide a weekly status report to City RWIS administrator indicating faults with the system to help in management of tasks and the submission of the Request for Service tickets. This reporting process is crucial for preparation and management of the RWIS system health.

6.7.6. User Telephone Support

- The Contractor must provide telephone and email support for all users, the support must include but not limited to how to use and interpret the system software and data.
- Telephone and email support will be available 24/7/365
- Must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

6.7.7. Road DSS Cloud-Data Hosting & Display

The Contractor must provide a secure Road DSS Cloud Service for City personnel to view the RWIS data from any computer with Internet access.

Data from each RPU will be collected by using cell communications and archived at the Contractor's Data Center for up to 7 years. Each RPU can be polled at a specific frequency (5, 10 or 15 minute is typical) or at a designated frequency upon request from the City Operations personnel.

Polling frequency can also be reduced in the summer upon request from the City of Chicago. The Contractor must provide user access log-ins for the City Operations personnel. Each user will have options to configure the display to his/her preferences.

- The secure website will display RWIS sensor data on a map of the city as well as in a summary table.
- The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours.
- The display will automatically refresh to always show the latest data as it becomes available.
- Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts should the optional forecast services be purchased by the City of Chicago.

- Link to other vendor forecast products can also be added to customize and tailor the display to City preferences.
- The RWIS display will allow users to access archive information from any time when station data has been available, for up to 7 years. The archive function will recreate the RWIS display as it was at the date/time chosen.
- If cameras are used at any of the RPU locations, images will be available through the RWIS display.
- City of Chicago users must be able to generate PDF reports and export data to Excel through the RWIS display

The Department of Streets and Sanitation fixed costs/costs breakdown is set forth in Exhibit 7 of the Contract. All prices are firm and fixed for the twelve (12) month contract term.

6.8. General Work Requirements for The Department of Aviation and Department of Streets & Sanitation

6.8.1. System Monitoring/Reporting by the Contractor

The Contractor will provide automated remote monitoring of RWIS sensor and system function. Data Quality reports will be automatically generated and available via the Navigator display.

System status reports will be provided at the beginning of each week. Status reports will verify sensor and system function and provide detailed information on failures.

The Contractor must have telephone, Internet or other network access to the RWIS stations.

6.8.2. Parts and Services Not Covered Under Monthly Maintenance (Line Item 8)

When directed by the Commissioner or Authorized representative, any RWIS related equipment that is required for the system and not covered under the monthly maintenance can be provided at a cost as identified in the contract equipment/installation pricelist portion of the contract (See Contract Lines Items Table and Exhibit 6 Vendor's proposal).

6.8.3. Additional Site Locations

The City reserves the right to add additional site location sensors and RPUs during the course of the contract at the rates quoted in Exhibits 3A and 3B in Vendor's proposal. The maintenance for these units will be covered under the Agreement at the prices quoted in Exhibit 5 – in Vendor's proposal. A formal Contract Modification will not be required to add additional locations during the term of this Agreement.

6.9. Warranty

The warranty for additional parts and labor is detailed in Exhibit 2 warranty of the Contract. The Contractor's standard warranty will apply to the additional parts and labor for the Department of Aviation and the Department of Streets and Sanitation

6.10. Intellectual Property, Additional Terms for Department of Aviation and Streets & Sanitation

6.10.1. Custom Software

The compensation specified in the Contractor's Proposal hereby grants to the City a perpetual, irrevocable and royalty-free license to use all software that is developed under this Contract by the Contractor and incorporated into the RWIS System by the Contractor, any subcontractor to the Contractor or any other party, as directed by the Contractor, if any. This license will include, but is not limited to, all programs and programming documentation. The Custom Software will all include all firmware and other fixed media whereby software is added to or maintained on the RWIS System.

The City may use the Custom Software on any or all central processing units used, owned or controlled by the City or entities controlled or affiliated with the City, and like or similar organizations that may hereafter be formed or connected with the City, for no additional fee. The City will have the right to reproduce the Custom Software, as necessary, solely for the City's use. The City will not sell, disclose or

otherwise distribute the Custom Software to any third party at any time, but the City reserves the right, after the expiration or termination of this Contract, to have other contractors perform maintenance operation on the RWIS System, and to modify the Custom Software as necessary to maintain or otherwise modify the RWIS System

Prior to the expiration or termination of this Contract the Contractor must provide to the City all source codes for Custom Software

6.10.2. Use of Weather Forecast by the City

The City will not redistribute or retransmit (in any form) the Weather Forecasts to any third parties, including corporations affiliated with, controlled by or under common control with the City and including any other political entity within the same state or to any other state or political subdivision, unless (i) disclosure, redistribution or retransmission is required by law or by a valid order of a court or other governmental body of the United States or any political subdivision of it, (ii) the City can demonstrate that the disclosure, redistribution or retransmission did not cause harm to Contract or, or (iii) the disclosure, redistribution or retransmission is necessary for implementation of the RWIS System

6.10.3. Access to City's Weather Systems

Any Weather Forecasts to be provided are based in whole or in part on non- copyrightable facts, such as weather data available from the City's or from other weather monitoring systems, including without limitation Road/Runway Weather Information Systems. City agrees to provide the Contractor with remote electronic access to its weather facts for use by the Contractor in preparing Weather Forecasts for the City. In addition, the City recognized that the Contractor may use the City's weather facts to prepare enhanced weather faces and/or Weather Forecasts for others as long as the others agree not to engage in any form of redistribution or retransmission of Weather Information and/or the Weather Forecasts. The Contractor agrees that it will not resell or otherwise charge others for the City's weather facts, however, the Contractor may charge others for other services of copyrightable information developed by the Contractor and provided by the Contractor to others in conjunction with or based on the City's weather facts. To the extent that weather facts of the City are supplied to others, the Contractor will include an acknowledgement that the City is the source of the weather facts. The City acknowledges that the Weather Information and Weather Forecasts are protected by copyright and that the Weather Information and Weather Forecasts are provided to the City for the City's internal use only. But the City will have the right to distribute the raw weather information to any vendor it sees fit.

6.10.4. Contractor's Rights to Weather Forecasts

The parties agree that at all times the Weather Forecasts will remain the sole and exclusive property of the Contractor and will be free from any claim or right, license, title or interest by the City, except as provided in the Contract.

6.10.5. Warranty of Weather Forecasts

Weather is an act of nature. There are no warranties, expressed or implied with respect to weather forecasts provided pursuant to this Contract and accordingly, the Weather Forecasts provided hereunder are provided "as is". With regard to the Weather Forecasts, the Contractor makes no expressed or implied representations or warranties of any kind including but not limited to warranties of fitness for a particular purpose or intended use or of merchantability (which are disclaimed). The Contractor assumes no responsibility with respect to the use by the customer or its employees or clients of the Weather Forecasts.

6.10.6. Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the deliverables, except Contractor licensed or Third-party software, to be produced by the Contractor at the City's instance and expense pursuant to this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the City will be sole copyright owner of the deliverables and of all aspects, elements and components of them in

which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement

To the extent that any deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the deliverables prepared for the City under this Contract, and all goodwill relating to them, free and clear of any liens, claims of other encumbrances, to the fullest extent permitted by law. If any deliverable includes any Contractor proprietary documents, except Contractor licensed or Third-party software, the Contractor hereby grants to the City an irrevocable, non-transferable, paid-up license to use all of the Contractor's proprietary documents, except Contractor licensed or Third-party software, submitted to the City as a deliverable for any City purpose. Contractor will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables, except Contractor licensed or Third-party software, and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the deliverables, except Contractor licensed or Third-party software. Contractor warrants and represents that the deliverables are complete, entire and comprehensive, and that the deliverables constitute a work of original authorship, except Contractor licensed or Third-party software.

6.10.7. Contractor Licensed Software

The compensation specified in the Contractor's Proposal hereby grants to the City a non-exclusive irrevocable license in perpetuity to use the Contractor's proprietary software, including Contractor's proprietary software, including the programs and programming documentation that has not been developed exclusively for the City under this Contract, in accordance with the software license. The City will have the right to reproduce the Contractor Licensed Software as necessary for backup purposes. All aspects of the Contractor Licensed Software, including without limitation, programs and methods of processing, will remain the sole and exclusive property of the Contractor. City acknowledges that no title to or ownership of the Contractor licensed Software, or any part thereof, is hereby transferred to the City.

6.10.8. Third-Party Software

The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor and included as part of the RWIS System in the course of the services, if any. Prior to the expiration or termination of this Contract the Contractor must take all reasonable steps to ensure that the City's licenses (or sublicenses) continue to be in force for all Third-party Software, and that the City will be able to continue to use all Third-party Software after the expiration or termination hereof

6.10.9. Programming Language, Technical Specification of System

Prior to performing any programming activities relating to the RWIS System the Contractor agrees that it will contact the Department and the City's Department of Business Information Services to determine the proper programming language and/or other technical details to which the services and software should conform, if required. If the Contractor fails to determine the proper programming language, or fails to determine other pertinent technical specification of the RWIS System, and such failure leads either to: (1) the development of Custom Software that does not function as required by this Contract, or (2) to the development of software that does not interface or function properly with the City's existing systems, then the Contractor will return and re-perform, at its sole expense, all programming

work or other services that are necessary to correct the deficient functionality. The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor.

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. Scope of Services

The Contractor will provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Aviation and the Department of Streets and Sanitation. When directed by the City, the Contractor will also add the service additional RWIS sites as required by the City

6.2. Basis of Award

The Contractor's pricing will incorporate and/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, Insurance, applicable taxes, warranty, overhead and profit, etc that are required by this Specification

6.3. Funding

The source of funds for payments under this Contract for Department of Aviation work is Fund number 14 740 85 4005 0140 0140 and 14 610 85 4305 0157 0157, and for Department of Streets and Sanitation Fund Number 014-0310-0812047-0140. Funding for this Agreement is subject to availability of funds and their appropriation by the City Council of the City of Chicago.

6.4. Contract Term

The Term for this Contract will be seventy-two (72) months for Aviation, and the Term for Streets and Sanitation will be twelve (12) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Contract Extension Option (up to 181 days) provision in the Standard Terms and Conditions section of this Contract

The City will establish the start and expiration dates at the time of formal award and release of this contract

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance page.

6.5. Price Adjustment

The Contractor's pricing for Line Items 1- 6 as provided in Table of Line Items and in Exhibit 5 (in Contractor's Proposal) will be firm and not subject to escalation. On the anniversary of each contract year the City will update the pricing associated for the upcoming year.

On an annual basis the Contractor may provide updated pricing for its price list (Line Item 8). The price increase for Line Item 7 and 8 may not exceed the greater of 3% or the one year change in the Municipal Cost Index (MCI)

For year 2, the MCI change will be based on taking the MCI for the month preceding the award of the contract (base index) compared to the MCI for the twelfth (12th) month (comparison index) of the contract. For subsequent years, the comparison index will become the base index and the new comparison index will be the last month (36th, 48th, 60th if the contract year. Thus to calculate the MCI for year 3 it would compare the MCI from months twelve (12) and twenty-four (24) and for year 4 it would compare the MCI from month twenty-four (24) to thirty-six (36)

The price adjustments as mentioned above will not require a formal contract modification.

6.6. Department of Aviation

6.6.1. Inventory of Equipment Covered Under this Agreement at O'Hare and Midway Airports

The list of current inventory of equipment covered under this agreement follows

O'HARE RWIS EQUIPMENT

Scan Web Server	4 ea
Scan Database Server	5 ea
ESP Remote Processing Units (R PUs)	15 ea

Theis Relative Humidity/Air Temperature Sensors	5 ea
RM Young Wind Speed/Wind Direction Sensors	5 ea
WW1'S Precipitation Sensors	2 ea
Yes/No Precipitation Sensors	4 ea
Surface Sensors	28 ea
Sub-surface Temperature Probes	7 ea
33 6K Modems	6 ea
Pacoms	6 ea
Motorola VHF Radios	17 ea

EQUIPMENT LOCATIONS

RPU #1 4R Glideslope
RPU #2 22L Glideslope
RPU #3 28R Glideslope
RPU #4
RPU #5
RPU #6
RPU #7
RPU #8
RPU #9
RPU #10
RPU #11
RPU #12
RPU #13
RPU #14
RPU #15
RPU #16
RPU#17
RPU#18
RPU#19
RPU#20
RPU #17 Removed
10L Glideslope
14R @ Mid Point
14R Glideslope
9R Glideslope

VOR

27L Glideslope

14L Localizer

West of Inner Bridge

North of 4L/14L Intersection

14L Glideslope

East of Taxiway F Between Runway 10L-28R and Taxiway North

Runway 9L/27R (under one year warranty period)

Runway 9L-27R (under one year warranty period)

Runway 10C-28C

Runway 10C-28C

Twy WK Bridge

MIDWAY RWIS EQUIPMENT

Airside

RPU #1-Runway 4R

- 1 FP2000 Surface Sensor made by Vaisala
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 Motorola VHF Radio
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

RPU #2 –Runway 22L

- 2 FP2000 Surface Sensors
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

RPU #3 –Runway 13 C

- 2 FP2000 Surface Sensors
- 1 Yes/No Precipitation Sensor made by Vaisala
- 1 Theis Relative Humidity / Atmospheric Temp Sensor
- 1 RM Young Wind Speed/Wind Direction Sensor
- 1 Data Radio VHF Model

Landside

RPU #5 –South Flyover

- 2 FP2000 Surface Sensor made by Vaisala
- 1 Sub-surface Temperature Probe
- 1 Sensit Active Pavement Sensor
- 1 Data Radio VHF Model

RPU #6 – North Flyover

- 2 FP2000 Surface Sensors
- 1 Sensit Active Pavement Sensor
- 1 Sub-surface Temperature Probe
- 1 Data Radio VHF Model

RPU #4 –Runway 31 C

1 FP2000 Surface Sensor made by Vaisala

1 Motorola VHF Radio

1 Data Radio VHF Model

6.6.2. Weather Forecasting Services (Line Items 1 and 4)

O'Hare International Airport (Prices set forth in Exhibit 3A)

Pavement Temperature Forecasting Services include year-round Atmospheric and Pavement Forecasts for O'Hare International Airport at one (1) station, as well as Consultative Forecasting Services including the following:

- 1 Daily Forecasts including 5-day weather outlooks
 - To be issued daily at or before 8AM (Eastern Time)
 - 24 hour daily summary
 - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system
3. Web and email (if requested) update of 24- hour notifications 12 hours in advance of the event
- 4 In-progress event updating, as needed
- 5 Access to a certified meteorologist to support 24-hour operations, via telephone and email

Midway International Airport (Prices set forth in Exhibit 3B)

Pavement Temperature Forecasting Services include a year-round for Midway International Airport one (1) site, including the following;

- 1 Daily Forecasts including 5-day weather outlooks
 - To be issued daily at or before 8AM (Eastern Time)
 - 24 hour daily summary
 - 5 day weather outlook
2. Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.
- 3 Web and email (if requested) updates of 24- hour notifications 12 hours in advance of the event
4. In-progress event updating, as needed.
5. Access to a certified meteorologist to support 24-hour operations, via telephone and email

6.6.3. RWIS System Services

Road Weather Information System ("RWIS") is a vital part of operations, thus it is imperative the system remain operational as specified. RWIS requires regular maintenance and attention to deliver optimum performance

In the event of a malfunction the Contractor will first attempt to correct the problem remotely via telephone and/or computer. The Contractor will provide initial response – including remote diagnostics and site notification - within twenty-four (24) hours of the malfunction

If the Contractor is unable to correct the problem remotely, the Contractor will send a technician to affect repairs on site within seventy-two (72) hours of the malfunction. The technician must contact Airport Operations eight (8) hours prior to the arrival to set up an escort on the airfield for each Airport. 72 hours response time is dependent on the Contractor gaining access to the airport.

6.6.4. Contract Line Items (O'Hare And Midway)

Lines Items for Roadway Weather Information System (RWIS) Services

LINE NO.	COMMODITY CODE	ITEM DESCRIPTION	UOM	TOTAL QTY (MONTH)
1	9181201114	Runway/Roadway Weather Information Systems- Forecasting Services at O'Hare International Airport	Month	72
2	9181201110	Runway/Roadway Weather Information Systems- Maintenance at O'Hare International Airport	Month	72
3	9181201118	Runway/Roadway Weather Information Systems- Data Hosting at O'Hare International Airport	Month	72
4	9181201116	Runway/Roadway Weather Information Systems- Forecasting Services at Midway International Airport	Month	72
5	9181201112	Runway/Roadway Weather Information Systems- Maintenance at Midway International Airport	Month	72
6	9181201120	Runway/Roadway Weather Information Systems- Data Hosting at Midway International Airport	Month	72
7	93921.52	Equipment upgrades per Vaisala Proposal for O'Hare Midway International Airports (See Exhibit 5 & 6)	USD	\$153,832.98
8	93921 54	Repairs, parts and service not covered under maintenance agreement per Vaisala pricing schedule (See Exhibit 5 & 6)	USD	\$70,918 00

6.6.5. Monthly Maintenance Services/ System Monitoring/Reporting by the Contractor

The agreement includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per Airport location per Exhibit 3A in (O'Hare International Airport) and Exhibit 3B in (Midway International Airport).

6.6.6. Hardware Maintenance (Line Items 2 and 5)

Maintain/Repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition

Reactive maintenance performed when issues are identified through remote monitoring. Perform on-site preventative maintenance (PM) and calibration on hardware once per year. Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks). Includes replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snowplows and other airport equipment, problems with power to the RWIS equipment, airport personnel and airport contractors.

Technician must arrive on site in response to request for repairs within twenty-four (24) hours of notification from the Commissioner or authorized representative. The Contractor must ensure that the RWIS is completely operational within three (3) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe, as installation is dependent on weather conditions and the use of third-party contractors. Exception may also be made for repairs that are not covered under the monthly maintenance and at the discretion of the Commissioner or authorized representative. Critical hardware and parts that are difficult to ascertain must be maintained by the Contractor as a "stocked item."

6.6.7. Software Maintenance/Support & User Telephone Support/Data Hosting Display (Line Items 3 and 6)

The Contractor must provide telephone and email support for all users 24 hours per day, 7 days per week, 365 days per year. This support must include but not limited to how to use and interpret the system software and data.

The Contractor must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

The Contractor will provide data hosting and display to provide a secure website for airport personnel to view the RWIS data from any computer with internet access. Data from each RPU will be collected by the Contractor using cell communications and archived at the Contractor's Data Center for up to seven (7) years. Each RPU will be polled every ten minutes. The Contractor will provide up to 20 user access log-ins for each airport. Each user will have options to configure the display to his/her preference. The secure website will display RWIS sensor data on a map of each airport as well as in a summary table. The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours. The display will automatically refresh to always show the latest data as it becomes available. Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts. The RWIS display will allow users to access archive information from any time when station data has been available, for up to seven (7) years. The archive function will recreate the RWIS display as it was at the date/time chosen. If cameras are used at any of the RPU locations, images will be available through the RWIS display. Users will be able to generate PDF reports and export data to Excel through the RWIS display.

6.6.8. Equipment Upgrades and Technical Requirements

Equipment Upgrades (Line Item 7) Prices set forth in Exhibit 5 and 6

Pricing is included for required equipment upgrades. Upgrading obsolete equipment will ensure that parts are available to maintain the existing systems over the life of this agreement.

Upgrading to cellular communications will enhance the performance of the Hosted display, eliminate the on-site servers as a single point of system failure, and improve the Contractor's ability to perform remote monitoring and maintenance.

Additionally, the on-site server software (SCAN Web) is no longer supported.

6.6.8.1. Midway Airport Equipment Upgrades

RWIS equipment at Midway Airport was upgraded in 2007, and the RPU electronics currently onsite are still supported. Some of the atmospheric sensors are obsolete and will require upgrade.

Installation of cell modems is required at all sites.

6.6.8.2. O'Hare Airport Equipment Upgrades

A number of the RPU electronics at O'Hare Airport are an obsolete model which is no longer supported. Replacement parts are no longer available for this equipment. As a result, outages at any of these sites are not currently repairable. Upgrading this equipment would greatly improve the reliability of the system as a whole. Some of these sites may be scheduled for removal or replacement as part of the ongoing O'Hare Modernization Program. Pricing has been included for all required upgrades at each RPU. It is understood that the airport may choose not to upgrade those RPUs that are scheduled for removal/replacement in the near future. Similarly, upgrading to cell modems may not be required at sites that are currently not in use and/or will not be in use in the future. However, the upgrade to cell modems will improve the Contractor's ability to perform remote monitoring and maintenance on the equipment and increase the overall reliability of the system.

6.7. Department of Street and Sanitation

The Contractor must provide year-round weather forecasting and Runway/Roadway Weather Information System (RWIS) Maintenance and Data Hosting Services for the Department of Streets and Sanitation. When directed by the City, The Contractor must also add and service additional RWIS sites as required by the City.

6.7.1. Term for Performance of Department of Streets and Sanitation Work

The term for work specified under this Section 6.7, Scope of Services for Department of Streets and Sanitation, will be twelve months only from the contract start date. No services may be ordered under this Section 6.7 more than twelve months after the start date without a written amendment to the contract.

6.7.2. Forecasting Services

The Contractor will be regularly delivering the following forecast services via the Road DSS Navigator display and may optionally be delivered via email or text message during the terms of the Contract.

A 72-Hour Forecasts, updated every hour of which include the following Atmospheric and Road Surface Forecast Parameters in the RoadDSS Navigator Display:

- Pavement Temperature
- Pavement Condition
- Subsurface pavement temperatures
- Air Temperature
- Dew Point Temperature
- Wind Speed
- Precipitation
- Cloud Cover

B Daily forecasts including 5-day weather outlooks

- 24-hour daily summary
- 5-day weather outlook

C Web and email (if requested) notifications of adverse weather 24 hours in advance of an approaching system.

D Web and email (if requested) updates of 24-hour notifications 12 hours in advance of the event

E. In-progress event updating, as needed

F Access to a certified meteorologist to support 24-hour operations, via telephone and email

6.7.3. Consultative Forecasting Services

The Contractor will deliver consultative forecasting services when CDA will call to discuss its concerns with the Contractor or its meteorologist. Consultative Forecasting Services consist of the following services:

- Daily weather forecasts including comment on the automated pavement forecast, 24- hour summary, and 10-day weather outlook
- Email and Web notifications of adverse weather 24 hours in advance of a significant weather event (e g. forecasts of snowfall of 1 inch or greater). These notifications can be driven by the parameters and thresholds that are most relevant to the City of Chicago's Operations.
- Email and Web updates of (the 24-hour) significant weather event notifications 12 hours in advance of the event.
- In-Progress event updating
- 24/7/365 toll free access direct to Certified Meteorologist to support 24-hour operations
- 24/7/365 verbal alerts to key personnel

6.7.4. RWIS System Maintenance Services

In the event of a malfunction Contractor will first attempt to correct the problem remotely via telephone, and/or computer. Must provide initial response, including remote diagnostics and site notification, within 24-hours of the malfunction

If the Contractor is unable to correct the problem remotely will send a technician to affect repairs on site within (120) hours of the malfunction. The Vaisala technician must contact City Operations eight (8) hours prior to the arrival. The 120-hour response time is dependent on gaining access to the RWIS site.

The Contract includes System Monitoring/Reporting, Hardware Maintenance Services, Data Hosting & Display, and User Telephone Support. The Contractor will be compensated on a monthly basis per location.

6.7.5. System Monitoring/Reporting

- Automated remote monitoring of RWIS sensor and system function for the City. Data Quality reports automatically generated and available via the RoadDSS Navigator display
- System status reports to be provided at the beginning of each week. Status reports to verify sensor and system function and provide detailed information on failures
- The Contractor must have telephone, Internet or other network access to the RWIS stations.
- Maintain/repair Remote Processing Unit (RPU), sensor and server hardware/software regularly to keep the RWIS in optimum operational and functional condition
- Perform preventive maintenance (PM) on hardware once per year
- Reactive maintenance performed when issues are identified through remote monitoring
- Includes all parts, labor & travel expenses (except traffic control, bucket and snooper trucks)

The program must include replacement and commissioning of failed sensors due to normal wear and tear. Normal wear and tear excludes damage caused by Acts of God, snow plows and other city under equipment, problems with power to the RWIS equipment, city personnel, and city contractors. Under this Contract for RWIS, Vaisala will provide a yearly Preventative Maintenance (PM) to ensure that going into the winter season the City's equipment is prepared for the upcoming harsh conditions

The Contractors technician must arrive on site in response to request for repairs within (120) hours of notification from the Commissioner or authorized representative. On-site response is dependent

on the technician's access to the equipment, which may require traffic lane closures. On-site response may not be required within the designated timeframe if an outage is caused by damage excluded in this agreement, as detailed above.

Vaisala must ensure that the RWIS is completely operational within five (5) business days of notification of failure. Replacement of failed pavement sensors may exceed this timeframe as installation is dependent on weather conditions and the use of third-party contractors. Exceptions may also be made for repairs that are not covered under this Agreement and at the discretion of the Commissioner or authorized representative.

Critical hardware and parts that are difficult to ascertain will be maintained by /technician as a "stocked item."

The Contractors technicians report their maintenance activities on a daily basis, including the time spent at each site, the actions performed, and a report of any maintenance concerns requiring follow-up. Vaisala, at the completion of service work, will notify the Office of Maintenance within twenty-four (24) hours that the requested work has been completed.

The Contractor must provide a weekly status report to City RWIS administrator indicating faults with the system to help in management of tasks and the submission of the Request for Service tickets. This reporting process is crucial for preparation and management of the RWIS system health.

6.7.6. User Telephone Support

- The Contractor must provide telephone and email support for all users, the support must include but not limited to how to use and interpret the system software and data.
- Telephone and email support will be available 24/7/365
- Must respond to software issues within two (2) hours of notification of issue through remote access via dial-up or internet. Some issues may require on-site response to resolve as detailed above.

6.7.7. Road DSS Cloud-Data Hosting & Display

The Contractor must provide a secure Road DSS Cloud Service for City personnel to view the RWIS data from any computer with Internet access.

Data from each RPU will be collected by using cell communications and archived at the Contractor's Data Center for up to 7 years. Each RPU can be polled at a specific frequency (5, 10 or 15 minute is typical) or at a designated frequency upon request from the City Operations personnel.

Polling frequency can also be reduced in the summer upon request from the City of Chicago. The Contractor must provide user access log-ins for the City Operations personnel. Each user will have options to configure the display to his/her preferences.

- The secure website will display RWIS sensor data on a map of the city as well as in a summary table.
- The map and summary view will display current sensor data as well as past and future forecast data for up to 24 hours.
- The display will automatically refresh to always show the latest data as it becomes available.
- Users will be able to access forecasts through the RWIS display, including IceBreak Forecasts and text forecasts should the optional forecast services be purchased by the City of Chicago.

- Link to other vendor forecast products can also be added to customize and tailor the display to City preferences.
- The RWIS display will allow users to access archive information from any time when station data has been available, for up to 7 years. The archive function will recreate the RWIS display as it was at the date/time chosen.
- If cameras are used at any of the RPU locations, images will be available through the RWIS display.
- City of Chicago users must be able to generate PDF reports and export data to Excel through the RWIS display

The Department of Streets and Sanitation fixed costs/costs breakdown is set forth in Exhibit 7 of the Contract. All prices are firm and fixed for the twelve (12) month contract term.

6.8. General Work Requirements for The Department of Aviation and Department of Streets & Sanitation

6.8.1. System Monitoring/Reporting by the Contractor

The Contractor will provide automated remote monitoring of RWIS sensor and system function. Data Quality reports will be automatically generated and available via the Navigator display.

System status reports will be provided at the beginning of each week. Status reports will verify sensor and system function and provide detailed information on failures.

The Contractor must have telephone, Internet or other network access to the RWIS stations.

6.8.2. Parts and Services Not Covered Under Monthly Maintenance (Line Item 8)

When directed by the Commissioner or Authorized representative, any RWIS related equipment that is required for the system and not covered under the monthly maintenance can be provided at a cost as identified in the contract equipment/installation pricelist portion of the contract (See Contract Lines Items Table and Exhibit 6 Vendor's proposal).

6.8.3. Additional Site Locations

The City reserves the right to add additional site location sensors and RPUs during the course of the contract at the rates quoted in Exhibits 3A and 3B in Vendor's proposal. The maintenance for these units will be covered under the Agreement at the prices quoted in Exhibit 5 – in Vendor's proposal. A formal Contract Modification will not be required to add additional locations during the term of this Agreement.

6.9. Warranty

The warranty for additional parts and labor is detailed in Exhibit 2 warranty of the Contract. The Contractor's standard warranty will apply to the additional parts and labor for the Department of Aviation and the Department of Streets and Sanitation

6.10. Intellectual Property, Additional Terms for Department of Aviation and Streets & Sanitation

6.10.1. Custom Software

The compensation specified in the Contractor's Proposal hereby grants to the City a perpetual, irrevocable and royalty-free license to use all software that is developed under this Contract by the Contractor and incorporated into the RWIS System by the Contractor, any subcontractor to the Contractor or any other party, as directed by the Contractor, if any. This license will include, but is not limited to, all programs and programming documentation. The Custom Software will all include all firmware and other fixed media whereby software is added to or maintained on the RWIS System.

The City may use the Custom Software on any or all central processing units used, owned or controlled by the City or entities controlled or affiliated with the City, and like or similar organizations that may hereafter be formed or connected with the City, for no additional fee. The City will have the right to reproduce the Custom Software, as necessary, solely for the City's use. The City will not sell, disclose or

otherwise distribute the Custom Software to any third party at any time, but the City reserves the right, after the expiration or termination of this Contract, to have other contractors perform maintenance operation on the RWIS System, and to modify the Custom Software as necessary to maintain or otherwise modify the RWIS System

Prior to the expiration or termination of this Contract the Contractor must provide to the City all source codes for Custom Software

6.10.2. Use of Weather Forecast by the City

The City will not redistribute or retransmit (in any form) the Weather Forecasts to any third parties, including corporations affiliated with, controlled by or under common control with the City and including any other political entity within the same state or to any other state or political subdivision, unless (i) disclosure, redistribution or retransmission is required by law or by a valid order of a court or other governmental body of the United States or any political subdivision of it, (ii) the City can demonstrate that the disclosure, redistribution or retransmission did not cause harm to Contract or, or (iii) the disclosure, redistribution or retransmission is necessary for implementation of the RWIS System

6.10.3. Access to City's Weather Systems

Any Weather Forecasts to be provided are based in whole or in part on non- copyrightable facts, such as weather data available from the City's or from other weather monitoring systems, including without limitation Road/Runway Weather Information Systems. City agrees to provide the Contractor with remote electronic access to its weather facts for use by the Contractor in preparing Weather Forecasts for the City. In addition, the City recognized that the Contractor may use the City's weather facts to prepare enhanced weather faces and/or Weather Forecasts for others as long as the others agree not to engage in any form of redistribution or retransmission of Weather Information and/or the Weather Forecasts. The Contractor agrees that it will not resell or otherwise charge others for the City's weather facts, however, the Contractor may charge others for other services of copyrightable information developed by the Contractor and provided by the Contractor to others in conjunction with or based on the City's weather facts. To the extent that weather facts of the City are supplied to others, the Contractor will include an acknowledgement that the City is the source of the weather facts. The City acknowledges that the Weather Information and Weather Forecasts are protected by copyright and that the Weather Information and Weather Forecasts are provided to the City for the City's internal use only. But the City will have the right to distribute the raw weather information to any vendor it sees fit.

6.10.4. Contractor's Rights to Weather Forecasts

The parties agree that at all times the Weather Forecasts will remain the sole and exclusive property of the Contractor and will be free from any claim or right, license, title or interest by the City, except as provided in the Contract.

6.10.5. Warranty of Weather Forecasts

Weather is an act of nature. There are no warranties, expressed or implied with respect to weather forecasts provided pursuant to this Contract and accordingly, the Weather Forecasts provided hereunder are provided "as is". With regard to the Weather Forecasts, the Contractor makes no expressed or implied representations or warranties of any kind including but not limited to warranties of fitness for a particular purpose or intended use or of merchantability (which are disclaimed). The Contractor assumes no responsibility with respect to the use by the customer or its employees or clients of the Weather Forecasts.

6.10.6. Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the deliverables, except Contractor licensed or Third-party software, to be produced by the Contractor at the City's instance and expense pursuant to this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the City will be sole copyright owner of the deliverables and of all aspects, elements and components of them in

which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement

To the extent that any deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the deliverables prepared for the City under this Contract, and all goodwill relating to them, free and clear of any liens, claims of other encumbrances, to the fullest extent permitted by law. If any deliverable includes any Contractor proprietary documents, except Contractor licensed or Third-party software, the Contractor hereby grants to the City an irrevocable, non-transferable, paid-up license to use all of the Contractor's proprietary documents, except Contractor licensed or Third-party software, submitted to the City as a deliverable for any City purpose. Contractor will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables, except Contractor licensed or Third-party software, and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the deliverables, except Contractor licensed or Third-party software. Contractor warrants and represents that the deliverables are complete, entire and comprehensive, and that the deliverables constitute a work of original authorship, except Contractor licensed or Third-party software.

6.10.7. Contractor Licensed Software

The compensation specified in the Contractor's Proposal hereby grants to the City a non-exclusive irrevocable license in perpetuity to use the Contractor's proprietary software, including Contractor's proprietary software, including the programs and programming documentation that has not been developed exclusively for the City under this Contract, in accordance with the software license. The City will have the right to reproduce the Contractor Licensed Software as necessary for backup purposes. All aspects of the Contractor Licensed Software, including without limitation, programs and methods of processing, will remain the sole and exclusive property of the Contractor. City acknowledges that no title to or ownership of the Contractor licensed Software, or any part thereof, is hereby transferred to the City.

6.10.8. Third-Party Software

The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor and included as part of the RWIS System in the course of the services, if any. Prior to the expiration or termination of this Contract the Contractor must take all reasonable steps to ensure that the City's licenses (or sublicenses) continue to be in force for all Third-party Software, and that the City will be able to continue to use all Third-party Software after the expiration or termination hereof

6.10.9. Programming Language, Technical Specification of System

Prior to performing any programming activities relating to the RWIS System the Contractor agrees that it will contact the Department and the City's Department of Business Information Services to determine the proper programming language and/or other technical details to which the services and software should conform, if required. If the Contractor fails to determine the proper programming language, or fails to determine other pertinent technical specification of the RWIS System, and such failure leads either to: (1) the development of Custom Software that does not function as required by this Contract, or (2) to the development of software that does not interface or function properly with the City's existing systems, then the Contractor will return and re-perform, at its sole expense, all programming

work or other services that are necessary to correct the deficient functionality. The Contractor must secure for the City licenses (or sublicenses) and associated maintenance agreements for all software that is developed by a third party, is purchased as a whole by the Contractor.



PROCUREMENT SERVICES

View the City of Chicago's Procurement Services website at www.cityofchicago.org/procurement

Contract Details

Agency	CITY
Contract (PO) #	49762
Specification #	332666
Award date	11/17/2016
Original award amount	Up To \$746,025.68
Current award amount	DUR View payment details
Vendor name	DBT TRANSPORTATION SERVICES LLC Show all contracts for this vendor
Description	CONTRACT ASSIGNMENT FROM FORMER PO 30937 TO NEW PO 49762 FOR (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS SERVICES SOLE SOURCE
Target market	No
Department	DEPT OF AVIATION

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
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<https://webapps1.chicago.gov/vcsearch/city/contracts/49762>

1/2

10/29/21, 10:28 AM

Vendor, Contract and Payment Search - Contract Details

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
49762		11/17/2016	05/01/2015	04/30/2021	Up To \$746,025.68

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
497627	CONTRACT ASSIGNMENT FROM FORMER PO 30937 TO NEW PO 49762 FOR (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS SERVICES SOLE SOURCE		12/04/2020	05/01/2015	10/28/2021	DUR

City of Chicago Website | Procurement | Vendor Portal | Job Standards | Site Quality | Site Safety | Contracting

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Contract Summary Sheet

Contract (PO) Number: 30937

Specification Number: 125665

Name of Contractor: VAISALA INC

City Department: DEPT OF AVIATION

Title of Contract: (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS
SERVICES SOLE SOURCE

Term of Contract: Start Date: 5/1/2015

End Date: 4/30/2021

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$746,025.68

Brief Description of Work: (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION
SYSTEMS SERVICES SOLE SOURCE

Procurement Services Contract Area: WORK SERV-AVIATION

Please refer to the DPS website for Contact Information under "Doing Business With The City".

Vendor Number: 54151024

Submission Date:

May 20, 2015

Disclosure Summary Sheet

Contract (PO) Number: 30937

Specification Number: 125665

Name of Contractor: VAISALA INC

City Department: DEPT OF AVIATION

Title of Contract: (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION SYSTEMS
SERVICES SOLE SOURCE

Term of Contract: Start Date: 5/1/2015

End Date: 4/30/2021

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$746,025.68

Brief Description of Work: (RWIS) RUNWAY/ROADWAY WEATHER INFORMATION
SYSTEMS SERVICES SOLE SOURCE

Procurement Services Contract Area: WORK SERV-AVIATION

Vendor Number: 54151024

Submission Date:



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
EDS Information Update
EDS # 166041

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

DBT Transportation Services LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2655 Crescent Drive
Ste. A-1
Lafayette, CO 80026
United States

C. Telephone:

970-237-3521

Fax:

D. Name of contact person:

Nancy Thomsen

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Texas

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Title: CEO, President

Officer: David Barnes

Role: Officer

Title: COO

Officer: Nancy Thomsen

Role: Officer

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who directly or indirectly control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Nancy Thomsen

Title: COO

1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Nancy Thomsen - 21.0%
- Megan Barnes - 30.0%
- Mike Delk - 30.0%

Owner Details

Name	Business Address
Megan Barnes	26510 Cottage Cypress Lane Cypress, TX United States
Mike Delk	5653 54th Court Salem, OR United States
Nancy Thomsen	4172 Broadmoor Loop Broomfield, CO

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as

well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an

Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and

(3) any person having more than a 7.5% ownership interest in the Disclosing Party.
"Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to [MCC Section 2-154-010](#), is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to [MCC Section 2-92-416??](#)

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in [MCC Section 2-92-385](#). That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to [MCC Section 2-92-385](#), I hereby certify that the Applicant is in compliance with [MCC Section 2-92-385\(b\)\(1\)](#) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by [MCC Section 2-92-385\(c\)\(1\)](#).

Yes

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 09/16/2021

Nancy Thomsen

Executive Vice President

DBT Transportation Services LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.